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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

BILL OF INFORMATION FOR  
THEFT FROM EMPLOYMENT AND TRAINING FUNDS  
AND CONSPIRACY TO DEFRAUD THE UNITED STATES

UNITED STATES OF AMERICA

v.

LAFETE TUCKER  
JANICE GARDNER  
a/k/a Janice King  
a/k/a Janice Fultz  
GREGORY VERNON  
SHIRLEY FREEMAN

CRIMINAL NO:

SECTION:

VIOLATION: 18 U.S.C. § 371  
18 U.S.C. § 665  
18 U.S.C. § 2

**08-165**  
**SECT. 1 MAG 1**

\* \* \*

The United States Attorney charges that:

COUNT ONE

A. AT ALL TIMES MATERIAL HEREIN:

1. Defendant LAFETE TUCKER was a client service manager ("Client Manager") employed by and was an agent of the Louisiana Workforce Investment Act - District 20 ("LWIA"), which includes Tangipahoa Parish, Louisiana. He was also the owner/operator/director of Tucker's Career Counseling ("Tucker's") and the Magnified

Youth Center ("Youth Center"), a social services facility in Tangipahoa Parish, Louisiana offering tutoring, study skills training and recreation to children and, as such, was considered a "Provider."

2. Defendant **JANICE GARDNER** was a "Client Manager" for LWIA until approximately 2003. At all times pertinent, however, she was the owner/operator/director of Doris J's, d/b/a Building Blocks Early Learning Center ("Building Blocks"), a childcare facility operating in Tangipahoa Parish, Louisiana and, as such, was also a "Provider."

3. Defendant **GREGORY VERNON** was a "Client Manager" employed by and was an agent of the LWIA from approximately 2000 to 2004. He was also an independent contractor who provided counseling at the "Youth Center," a social services facility in Tangipahoa Parish owned by **LAFETE TUCKER** and, as such, was also a "Provider."

4. Defendant **SHIRLEY FREEMAN** was, at all times pertinent, the owner, operator and agent of Cribs to Crayons Early Learning Center ("Cribs to Crayons"), a Tangipahoa Parish daycare facility and, as such, was also a "Provider."

5. The LWIA is a local governmental agency, controlled by the State of Louisiana and funded by the Employment and Training Administration Division of the United States Department of Labor ("U.S. Dept. of Labor").

6. The Tangipahoa Parish School Board is a local governmental agency controlled by the State of Louisiana, which supervises and oversees the LWIA.

7. Using U.S. Dept. of Labor funding, the LWIA provides needy individuals with job skills, work experience and supportive services such as child care and transportation.

8. LWIA's federally funded benefits are administered by their "Client Managers" who are also empowered to negotiate contracts with "Providers."

9. "Providers" are fee based social service businesses that submit Request for Payment Vouchers ("vouchers") to LWIA and the Louisiana Department of Social Services ("La. Dept. of Social Services") for services rendered. These vouchers are reimbursed with federal funds from the U.S. Dept. of Labor and the United States Department of Health and Human Services ("U.S. Dept. of Health and Human Services").

10. Using U.S. Dept. of Health and Human Services funding through the Temporary Assistance to Needy Families block grant to the La. Dept. of Social Services, the La. Dept. of Social Services offers clients supportive services such as parenting training, student counseling and childcare assistance, delivered by means of a "Quality Childcare Initiative Contract" ("Childcare Contract").

11. "Providers" are required to attest that the vouchers they submit to LWIA and the La. Dept. of Social Services are true and correct.

12. "Client Managers" are entrusted with ensuring that vouchers submitted by social services providers are true and correct before authorizing their payment.

13. Defendant **LAFETE TUCKER**, d/b/a "Tucker's," operated the "Youth Center" between approximately September, 2002 and September, 2005. "Tucker's" received a U.S. Dept. of Health and Human Services "Childcare Contract" administered by the La. Dept. of Social Services to develop and maintain the "Youth Center."

14. Defendant **LAFETE TUCKER**, as owner/operator/director of the "Youth Center," was required to submit vouchers to the La. Dept. of Social Services indicating the monthly "Childcare Contract" related costs of "Youth Center" to receive federal reimbursement.

15. Defendant **LAFETE TUCKER** signed these vouchers attesting that the information contained therein was true and correct.

16. Defendant **JANICE GARDNER**, through "Building Blocks," received "Childcare Contracts" from the La. Dept. of Social Services through her "Parents and Children Together" ("PACT") social services program. PACT was designed to assist low-income parents with the development of their children's language, social and physical skills.

17. The La. Dept. of Social Services budget on the "Childcare Contracts" for PACT included funds for the purchase of computers and office equipment.

18. Defendant **JANICE GARDNER** submitted vouchers to the La. Dept. of Social Services seeking and obtaining reimbursement for computers and office equipment allegedly leased from PT Rentals ("PT") from approximately October, 2003 to September, 2005, which, in fact, were never leased.

19. Defendant **JANICE GARDNER** wrote several checks drawn on "Building Blocks" to allegedly pay PT for equipment/computer rentals. These checks were never tendered to PT but instead, were deposited by **GARDNER** into her personal and business bank accounts.

20. Defendant **GREGORY VERNON** was entrusted with the review, verification and approval of childcare vouchers submitted by "Cribs to Crayons." Title I of the Workforce Investment Act of 1998 ("Act") funded "Cribs to Crayons" to supply job-training, childcare and transportation to improve the employment prospects of disadvantaged workers.

21. The Childcare Assistance Program ("CCAP") assisted working parents with childcare needs and was funded by a U.S. Dept. of Health and Human Services block grant administered by the La. Dept. of Social Services. CCAP made direct payments to eligible daycare providers such as "Cribs to Crayons" on behalf of workers.

22. The federal funds remitted to "Cribs to Crayons" by the LWIA and the La. Dept. of Social Services as reimbursement for social services were furnished pursuant to financial assistance contracts authorized under the Act and CCAP.

23. Federal regulations prohibited workers from receiving childcare assistance payments under the Act if they were eligible for similar assistance through state programs such as CCAP.

24. Defendant **SHIRLEY FREEMAN**, as owner/manager of "Cribs toCrayons," was required to report the attendance of every child receiving childcare by submitting a truthful and accurate childcare reimbursement voucher each month to the LWIA or the La. Dept. of Social Services for payment.

25. On or about January 3, 2003, defendant **SHIRLEY FREEMAN** signed La. Dept. of Social Services childcare assistance certificates agreeing to provide part-time childcare for several children of "S.N." ("N" children).

26. From approximately December, 2002 through approximately May, 2003, as part of its supportive services, the La. Dept. of Social Services paid 100% of the childcare assistance expenditures charged by "'Cribs to Crayons'" for the "N" children.

27. From approximately December, 2002 through approximately May, 2003, defendant **SHIRLEY FREEMAN** submitted childcare vouchers on the "N" children to LWIA attesting that she provided the identical childcare services as those she submitted to the La. Dept. of Social Services and thereby obtained duplicate childcare reimbursement payments from the U.S. Dept. of Labor.

**B. THE CONSPIRACY:**

28. Beginning at a time unknown, but from at least before 2001, and continuing through in or about 2005, both time periods being approximate, in the Eastern District of Louisiana and elsewhere, the defendants **LAFETE TUCKER**, **JANICE GARDNER** and **GREGORY VERNON** did knowingly and intentionally combine, conspire, confederate and agree with each other and with others, both known and unknown to the United States Attorney, to:

i) defraud the United States of and concerning its governmental functions and rights by impairing, obstructing, and impeding the right and ability of the United States Department of Health and Human Services to transact its business unhindered, unhampered, unobstructed and free from fraud in the issuance of federal monetary assistance from the Temporary Assistance to Needy Families block grant to the Louisiana Department of Social Services to fund local social service programs, in violation of Title 18, United States Code, Section 371; and

ii) defraud the United States of and concerning its governmental functions and rights by impairing, obstructing, and impeding the right and ability of the United States Department of Labor to transact its business unhindered, unhampered, unobstructed and free from fraud in the funding of local job training programs, in violation of Title 18, United States Code, Section 371.

**C. OVERT ACTS IN FURTHERANCE OF THE SCHEME:**

In furtherance of the conspiracy and to effect the unlawful objects thereof, the defendants **LAFETE TUCKER, JANICE GARDNER, GREGORY VERNON**, and their co-conspirators committed and caused to be committed the following Overt Acts, among others, in the Eastern District of Louisiana and elsewhere:

1. In or about November, 2003, the defendant **LAFETE TUCKER** signed and submitted a false and fraudulent request for payment voucher of \$2,000.00 to the La. Dept. of Social Services on behalf of the Youth Center for services by "J.T." which were never rendered.
2. On or about November 14, 2003, defendant **LAFETE TUCKER** issued "Tucker's" check no. 1523 for \$2,000.00 payable to "J.T."

3. On or about December 11, 2003, "Tucker's" check no. 1523 for \$2,000.00 was cashed at People's Bank in Tangipahoa, Louisiana and the proceeds given to the defendant **LAFETE TUCKER**.
4. On or about November 14, 2003, defendant **JANICE GARDNER** wrote a temporary check for \$1,363.00, drawn on her "Doris J's/Building Blocks" business account at People's Bank in Tangipahoa, LA payable to PT.
5. On or about November 26, 2003, defendant **JANICE GARDNER** deposited this same check for \$1,363.00 into her "Doris J's/Building Blocks" account no. 011064 at People's Bank in Tangipahoa, LA.
6. On or about December 10, 2003, defendant **JANICE GARDNER** wrote check no. 2501 for \$1,363.00, drawn on her "Doris J's/Building Blocks" business account at People's Bank in Tangipahoa, LA payable to PT.
7. On or about December 19, 2003, defendant **JANICE GARDNER** deposited this same check for \$1,363.00 into her "Janice King d/b/a Mr. Boos Grocery" account no. 0112062 at People's Bank in Tangipahoa, LA.
8. On or about March 10, 2004, defendant **JANICE GARDNER** wrote check no. 2551 for \$4,089.00, drawn on her "Doris J's/Building Blocks" business account at People's Bank in Tangipahoa, LA payable to PT.
9. On or about March 12, 2004, defendant **JANICE GARDNER** deposited this same check into her "Janice King d/b/a Mr. Boos Grocery" account no. 0112062 at People's Bank in Tangipahoa, LA.
10. On or about July 20, 2004, defendant **JANICE GARDNER** wrote check no. 2621 for \$1,363.00, drawn on her "Doris J's/Building Blocks" business account at People's Bank in Tangipahoa, LA payable to PT.
11. On or about July 23, 2004, defendant **JANICE GARDNER** deposited this same check into her account at Hancock Bank in Hancock County, Mississippi.
12. On or about July 20, 2004, defendant **JANICE GARDNER** wrote check no. 2614 for \$4,089.00, drawn on her "Doris J's/Building Blocks" business account at People's Bank in Tangipahoa, LA payable to PT.
13. On or about July 23, 2004, defendant **JANICE GARDNER** deposited this same check into her "Janice King d/b/a Mr. Boo's Grocery" account no. 0112062 at People's Bank in Tangipahoa, LA.



14. In or about April, 2004, the defendant **GREGORY VERNON** accepted "DLA" check no. 1652 dated April 15, 2004 for \$1,380.00 from S.F.
15. In or about May, 2004, the defendant **GREGORY VERNON** accepted "DLA" check no. 1316 dated May 5, 2004 for \$1,260.00 from S.F.
16. In or about September, 2004, the defendant **GREGORY VERNON** accepted "DLA" check no. 1795 dated September 11, 2004 for \$1,540.00 from S.F.
17. In or about January, 2005, the defendant **GREGORY VERNON** accepted "DLA" check no. 1923 dated January 12, 2005 for \$1,732.00 from S.F.

All in violation of Title 18, United States Code, Section 371.

#### **COUNT TWO**

(Theft From Employment and Training Funds)


**A.** The allegations contained in Section A of Count 1 of this Bill of Information are reincorporated and fully re-alleged herein.


**B. THE THEFT**


On or about May 31, 2003, in the Eastern District of Louisiana, the defendant **SHIRLEY FREEMAN**, as an agent of "Cribs to Crayons," an organization receiving funding from the United States Department of Labor under Title I of the Workforce Investment Act of 1998, embezzled, stole and obtained by fraud, monies, funds and assets which were the subject of a financial assistance agreement pursuant to Title I of the Workforce Investment Act of 1998 by submitting a false and fraudulent childcare voucher to LWIA on May 31, 2003 for \$1,380.00 attesting to providing full-time childcare for the "N" children, while


invoicing the La. Dept. of Social Services on June 2, 2003 and receiving payment for the exact same services, all of which resulted in her fraudulent receipt of a duplicate childcare reimbursement payment from LWIA to wit: LWIA check no. 016108 dated August 4, 2003.

All in violation of Title 18, United States Code, Sections 665 and 2.

  
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New Orleans, Louisiana  
June 17, 2008